
	<p align="center">ELECTRO- PORCELAINS DIVISION</p>	<p align="center">GENERAL CONDITIONS OF CONTRACT (GCC) Revision No. R0 (For supply and services)</p>	<p align="center">ANNEXURES Issued on 14.03.2017</p>
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D) PRICE VARIATION CLAUSE (PVC)


PVC Instead of Firm Price - Maximum ceiling of PVC as demanded by vendor.

F) NO DEVIATION IS ALLOWED IN RISK PURCHASE/RISK & COST CLAUSE.

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ANNEXURE-X

List of Consortium Banks			
Nationalised Banks		Public Sector Bank	
1	Allahabad bank	20	IDBI
2	Andhra bank		
3	Bank of Baroda	Foreign banks	
4	Canara Bank	21	CITI Bank N.A
5	Corporation bank	22	Deutsche Bank AG
6	Central bank	23	HSBC
7	Indian Bank	24	Standard Chartered Bank
8	Indian Oversea Bank	25	J P Morgan
9	Oriental bank of Commerce		
10	Punjab National Bank		
11	Punjab & Sindh Bank	Private banks	
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	Indusind Bank
18	United Bank of India	32	Yes Bank
19	Vijaya Bank		


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ANNEXURE-XI


Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

- 1 For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- 2 Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid" in the Reverse Auction. Non-submission of „online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- 3 BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- 4 In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- 5 Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- 6 Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- 7 In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) etc. for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

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- 8 Reverse auction will be conducted on scheduled date & time.
- 9 At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- 10 The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL"s standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction“, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.
16. Updates:-
 - 16.1 "BHEL reserves the right to go for Reverse Auction (RA) (GUIDELINES as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

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Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit “Process Compliance Form” (to the designated service provider) as well as ‘online sealed bid’ in the Reverse Auction. Non-submission of Process Compliance Form or Online Sealed Bid by the agreed bidders will be considered as tempering of the tender process & will invite action by BHEL as per the extent guidelines for suspension of business dealings with suppliers/contractors (as available on www.bhel.com).

The bidders have to necessarily submit the online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L-1 bidder in RA, if conducted, shall also be opened after RA & the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition & undertakes to execute the contract on thus awarded rates.

If it is found that L-1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item, the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be consider as fraud & will invite action by BHEL as per the extent guidelines for suspension of business dealings with the suppliers/contractors (as available on www.bhel.com).

As a reminder to bidders, system will flash the following message (in RED color) during the course of ‘online sealed bid’:

“Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL”

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ANNEXURE-XII

FORMAT FOR NO DEVIATION CERTIFICATE

(To be submitted in the bidder's letter head)

TO
BHARAT HEAVY ELECTRICALS LIMITED,
Electroporcelains Division
Prof. CNR Rao Circle,
Malleshwaram Bangalore - 560012

Sub :	No deviation certificate
Job :	----
Ref :	Your enquiry No -
	All the pertinent issues till date.

Dear Sirs,

With reference to above, this is to confirm that we have not changed/ modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.


In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

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ANNEXURE-XIII

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : Declaration by Authorised Signatory

Ref : 1) NIT/Tender Specification No:

2) All other pertinent issues till date

I /We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.


I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed : Power of Attorney

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ANNEXURE-XIV

POWER OF ATTORNEY for SUBMISSION OF TENDER/SIGNING CONTRACT
AGREEMENT

**(To be typed on non judicial Stamp Papers of appropriate value as applicable and
Notarised)**

KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s_____ hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Electroporcelains Division, Bangalore in connection with vide Tender Specification No _____ dated _____

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.


IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____ , this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr (Attorney)

Attested by:
Director/CMD/Partner/Proprietor
Witness

	<p align="center">ELECTRO- PORCELAINS DIVISION</p>	<p align="center">GENERAL CONDITIONS OF CONTRACT (GCC)</p> <p align="center">Revision No. R0 (For supply and services)</p>	<p align="center">ANNEXURES</p> <p align="center">Issued on 14.03.2017</p>
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Notary Public

ANNEXURE-XVI

INDEMNITY BOND

(To be executed on a Non Judicial Stamp Paper of the requisite value as per Stamp Duty prevalent in the respective State)


This Indemnity Bond executed by <name of company> having their Registered Office at <xxxxxxxxxxx> in favour of M/s Bharat Heavy Electricals Limited, a Company incorporated under the Companies Act, 1956, having its Registered Office at BHEL House, Siri Fort, Asiad, New Delhi - 110049 through its Unit at Electroporcelains Division, Bangalore (Hereinafter referred to as the Company).

And whereas the Company has entered into a Contract with M/s xxxxxxxxx, the executants of this Deed (hereinafter referred to as the Contractor) as its contractor in respect of the work of "xxxxxxxxxxxxxxxxxxxxxxxxxxxx".

AND WHEREAS under the provisions of GCC further stipulates that the Contractor shall indemnify the Company against all claims of whatever nature arising during the course of execution of Contract including defects liability period of <xx Months > i.e till <xx xx xxxx>

Now this deed witness that in case the Company is made liable by any Authority including Court to pay any claim or compensation etc. in respect of all labourers or other matters at any stage under or relating to the Contract with the Contractor, the Contractor hereby covenants and agrees with the Company that they shall indemnify and reimburse the Company to the extent of such payments and for any fee, including litigation charges, lawyers' fees, etc, penalty or damages claimed against the Company by reason of the Contractor falling to comply with Central/States Laws, Rules etc, or his failure to comply with Contract (including all expenses and charges incurred by the Company).

The Contractor further indemnifies the Company for the amount which the Company may be liable to pay by way of penalty for not making deductions from the Bills of the Contractor towards such amount and depositing the same in the Government Treasury.

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The Contractor further agree that the Company shall be entitled to with hold and adjust the Security Deposit and/or with hold and adjust payment of Bills of Contractor pertaining to this Contract against any payment which the Company has made or is required to make for which the Contractor is liable under the Contract and that such amount can be withheld, adjusted by the Company till satisfactory and final settlement of all pending matters and the Contractor hereby gives his consent for the same.

The Contractor further agrees that the terms of indemnity shall survive the termination or completion of this contract.

The contractor further agrees that the liability of the contractor shall be extended on actual basis notwithstanding the limitations of liability clause, in respect of:


1. breach of terms of contract by the contractor
2. breach of laws by the contractor
3. breach of Intellectual property rights by the contractor
4. breach of confidentiality by the contractor

Nothing contained in this deed, shall be construed as absolving or limiting the liability of the Contractor under said Contract between the Company and the Contractor. That this Indemnity Bond is irrevocable and the condition of the bond is that the Contractor shall duly and punctually comply with the terms and the conditions of this deed and contractual provisions to the satisfaction of the Company.

In witness where of M/s xxxxxxxxxxxxxx these presents on the day, month and year first, above written at xxxxxxxx by the hand of its signatory Mr. xxxxxxxxxxxx.

Signed for and on behalf of
M/s
xxxxxxxxxxxxxxxxxx

Witness:

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ANNEXURE-XVII

Annexure- A


CONSORTIUM AGREEMENT

(To be executed on Rs. 50/- Non - Judicial Stamp Paper)

THIS AGREEMENT is made and executed on ____ day of _____ by and between (1) M/s. _____, represented by Shri _____, designated as _____, having its registered office at _____, (The First Party, i.e, the Bidder) Company incorporated under the Company's Act 1956 having its registered office at _____ (hereinafter referred to as the "Bidder" which expression shall include its successors, administrators, executors and permitted assigns) and (2) M/s. _____, (The Second Party, i.e, the associates), a company incorporated under _____(Company act), having its registered office at _____ (hereinafter called the "Associates", which expression shall include its successors, administrators, executors and permitted assigns).

WHEREAS, the Electroporcelains Division, one of the Units of M/s. Bharat Heavy Electricals, having its office at Prof. CNR Rao Circle, Opp. Indian Institute of Science, Malleswaram, Bangalore-560 012, A Government of India Undertaking (hereinafter called the "Employer", " which expression shall include its successors, administrators, executors and permitted assigns), proposes to issue / issued a Notice Inviting Tender (hereinafter referred to as NIT), inviting bids from the individual bidders for undertaking the work of " _____(Package name) for _____(Project name) at _____(site location) (hereinafter referred to as the "Project") being set up by M/s. _____ (hereinafter referred to as the " Owner").

AND WHEREAS, the said NIT enables submission of a bid by a Party subject to fulfilment of the stipulations pre-qualification criteria specified in the said NIT.

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AND WHEREAS, the Bidder desirous of submitting bid in response to the said NIT for the said Project, and by itself is not meeting all the qualifying the Pre-qualification Criteria specified in the said NIT and in order to fully meet the qualifying requirements of NIT, the Bidder entered into this Consortium Agreement with the Associates.


AND WHEREAS the Bidder and the Associates are contractors engaged in the business of carrying out various items of works. WHEREAS, the two parties have agreed to and constitute themselves into a consortium for the purpose of carrying out the said works relating to this Project, and that the consortium will be continued till the completion of the works in all respects including the performance guarantee period as may be specified in the NIT or Purchase Order/Work Order.

AND WHEREAS, with this consortium Agreement, the Bidder and Associates together meets all the pre-qualification criteria as mentioned in the NIT.


WHEREAS, the parties have agreed to certain terms and conditions which forms a part of this consortium agreement, as mentioned hereinbelow :

NOW therefore, this agreement witnesseth as follows :

1. The Bidder and Associates hereby constitute themselves into a Consortium for the purpose of submitting a Bid and undertaking the said works pursuant to the said NIT as hereinafter stated.
2. The Bidder will be the leader (Lead Partner) and will be responsible for the execution of the entire scope of works and its complete functioning as stated in the NIT.
3. The Bidder shall undertake the entire scope of work as detailed in the NIT jointly with the Associates.
4. The Associates shall undertake their part of work as detailed in the NIT jointly with the Bidder.
5. The Bidder and the Associates hereby declare and confirm that each of them jointly and severally will fulfil the required minimum qualifying requirements as prescribed in the said NIT for the works agreed to be undertaken by them as stated herein above.

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6. The Bidder and the Associates also hereby agree that both of them shall be jointly and severally responsible for the completion of the said works as per the schedule. Further, if the Employer and or the Owner sustains any loss or damage on account of non-performance or any breach of contract, both the Bidder and Associates, as a consortium partners, individually and severally undertake to compensate and pay such losses / damages so caused to the Employer and or the Owner on its written demand without any demur, reservation, contest or protest in any manner whatsoever.
7. AND WHEREAS, the Bidder and the Associates, do hereby undertakes to indemnify both the Employer and the Owner to make good any losses/damages sustained by them due to the negligence or any acts of Bidder and or the Associates which results in loss / damages to the Employer / Owner.
8. AND WHEREAS Bidder and the Associates hereby agree that in case of any dispute arising in and out of this consortium agreement shall be dealt in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996 and the place of Arbitration will be at India and the language of Arbitration will be English.
9. AND WHEREAS both the Bidder and the Associates hereby agree and undertake that they shall provide adequate finances, suitable Tools, Plants, equipments, tranctors, trailers, other transportation equipment, other Tools and Plants, Measuring and Monitoring Equipments (MMEs), Men and Machinery etc., for the proper and effective execution of the works to be undertaken by them as specified herein above.
10. AND WHEREAS, it was agreed to interse, between the parties hereto that all the consequential liabilities ec., arising out of any default in the due execution of the said works shall be borne by the consortium leader and or party in default, that is by party in whose area of works default has occurred, provided however, so far as the Employer is concerned, both The bidder and the Associates shall be jointly and severally liable irrespective of their scope of work.

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IN WITNESS WHEREOF, the parties above named have signed this agreement on the day month and year first above written at Faridabad.

For and on Behalf of The Bidder

AUTHORISED SIGNATORY ::

OFFICIAL ADDRESS :

COMPANY SEAL

WITNESSES :

1.

2.

For and on Behalf of the Associates

AUTHORISED SIGNATORY ::


OFFICIAL ADDRESS :

COMPANY SEAL

WITNESSES :

1

2


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ANNEXURE XVIII

Vendor Particulars & Logistics Information

Vendor's particulars & logistics information (Bidder to give details against each of the provisions)

1. Name of the vendor's executive to deal with this tender / project:-
2. E-mail address of the contact person
3. Telephone no. of the contact person
4. Name of location from where the goods shall be offered for inspection and dispatch
5. Additional logistics information for Imports
6. Bid currency
7. Name of the load port where the goods are offered for Delivery on FOB terms
8. Name of Airport in the country of dispatch for FCA delivery terms
9. Additional freight over FOB price, for delivery on CFR named port in the country of destination, if the Seller decides to bid on CFR / CIF / CPT basis

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10. Numbers, Type & size of containers estimated for delivery of Tendered quantity (Applicable where the goods are to be sent in containers)

11. No. of Packages with cumulative gross weight and CBM volume (Applicable for break-bulk shipment)

12. Additional FOB cost for loading the cargo on-board in case of EX-Works or FAS delivery terms

13. Approx. distance in km. from Vendor's works to Port of loading
 - a. Sea port

 - b. Air port